

1 William D. Hyslop  
2 United States Attorney  
3 Eastern District of Washington  
4 Patrick J. Cashman  
5 Assistant United States Attorney  
6 Post Office Box 1494  
7 Spokane, WA 99210-1494  
8 Telephone: (509) 353-2767

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

FEB 18 2020

SEAN F. McAVOY, CLERK  
DEPUTY  
SPOKANE, WASHINGTON

7 UNITED STATES DISTRICT COURT  
8 FOR THE EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

10 Plaintiff,

2:19-CR-00049-RMP-1

11 v.

Plea Agreement

Fed. R. Crim. P. 11(c)(1)(C)

12 JAYDIN LEDFORD,

13 Defendant.  
14

15 Plaintiff, United States of America, by and through William D. Hyslop, United  
16 States Attorney for the Eastern District of Washington, and Patrick J. Cashman,  
17 Assistant United States Attorney for the Eastern District of Washington, and  
18 Defendant Jaydin Ledford and the Defendant's counsel, Andrea George, agree to the  
19 following Plea Agreement:

20 1) Guilty Plea and Maximum Statutory Penalties:

21 The Defendant agrees to plead guilty to Count 2 of the Indictment filed on  
22 March 5, 2019, charging the Defendant with Threats in Interstate Communications, in  
23 violation of 18 U.S.C. § 875(c). The Defendant understands that the charge contained  
24 in the Indictment is a Class D Felony. The Defendant also understands that the  
25 maximum statutory penalty for Threats in Interstate Communications, in violation of  
26 18 U.S.C. § 875(c), is: (1) not more than five (5) years imprisonment; (2) a fine not to  
27  
28

1 exceed \$250,000; (3) a term of supervised release of not more than three years or five  
2 years of probation; (4) and a \$100 special penalty assessment.

3 The Defendant understands that a violation of a condition of supervised release  
4 carries an additional penalty of re-imprisonment for all or part of the term of  
5 supervised release without credit for time previously served on post-release  
6 supervision.

7 2) The Court is Not a Party to the Agreement:

8 The Court is not a party to this Plea Agreement and may accept or reject this  
9 Plea Agreement. Sentencing is a matter that is solely within the discretion of the  
10 Court. The Defendant understands that the Court is under no obligation to accept any  
11 recommendations made by the United States and/or by the Defendant; that the Court  
12 will obtain an independent report and sentencing recommendation from the U.S.  
13 Probation Office; and that the Court may, in its discretion, impose any sentence it  
14 deems appropriate up to the statutory maximums stated in this Plea Agreement.  
15 The Defendant acknowledges that no promises of any type have been made to the  
16 Defendant with respect to the sentence the Court will impose in this matter. The  
17 Defendant understands that the Court is required to consider the applicable sentencing  
18 guideline range, but may depart upward or downward under the appropriate  
19 circumstances.

20 The Defendant understands that this is a Plea Agreement pursuant to Fed. R.  
21 Crim. P. 11(c)(1)(C) and that the United States may withdraw from this Plea  
22 Agreement if the Court imposes a lesser sentence than agreed upon. The Defendant  
23 further understands that the Defendant will have the option to withdraw from this Plea  
24 Agreement if the Court imposes a sentence greater than agreed upon.

25 3) Waiver of Constitutional Rights:

26 The Defendant understands that by entering this plea of guilty the Defendant is  
27 knowingly and voluntarily waiving certain constitutional rights, including:  
28

- a) The right to a jury trial;
- b) The right to see, hear and question the witnesses;
- c) The right to remain silent at trial;
- d) The right to testify at trial; and
- e) The right to compel witnesses to testify.

While the Defendant is waiving certain constitutional rights, the Defendant understands the Defendant retains the right to be assisted through the sentencing and any direct appeal of the conviction and sentence by an attorney, who will be appointed at no cost if the Defendant cannot afford to hire an attorney. The Defendant also acknowledges that any pretrial motions currently pending before the Court are waived.

4) Elements of the Offense:

The United States and the Defendant agree that in order to convict the Defendant of Threats in Interstate Communications, in violation of 18 U.S.C. § 875(c), the United States would have to prove beyond a reasonable doubt the following elements:

*First*, on or about February 1, 2019, the Defendant, knowingly transmitted in interstate commerce a communication, to wit: a Facebook posting “O.K. is going to get a bullet in his skull,” which contained a threat to injure the person of another; and

*Second*, such communication was transmitted for the purpose of issuing a threat, or with knowledge that the Facebook posting would be viewed as a threat.<sup>1</sup>

5) Factual Basis and Statement of Facts:

The United States and the Defendant stipulate and agree that the following facts are accurate; that the United States could prove these facts beyond a reasonable doubt at trial; and these facts constitute an adequate factual basis for Defendant’s guilty plea.

---

<sup>1</sup> See Ninth Circuit Model Criminal Jury Instruction, 8.47B, Transmitting a Communication Containing a Threat to Kidnap or Injure, September 2015.

1 This statement of facts does not preclude either party from presenting and arguing, for  
2 sentencing purposes, additional facts which are relevant to the guideline computation  
3 or sentencing, unless otherwise prohibited in this agreement.

4 On February 1, 2019 at approximately 5:22p.m., the Defendant, using Facebook  
5 Account Jaydin Ledford (Embrace Death), User ID: 100006473351367, publically  
6 posted a threat: "O.K. is gonna get a bullet in his skull."<sup>2</sup> At approximately 7:07p.m.  
7 that same date, the Defendant posted another public posting "i'm ready to die." On  
8 February 2, 2019 at approximately 6:01p.m. the Defendant posted a second threat on  
9 Facebook: "11639 is law. Sheriffs that are non compliant will be shot by me." On  
10 February 04, 2019, Special Agent ("SA") Marjoe Jennings of the Inland Northwest  
11 Joint Terrorism Task Force ("INJTTF") became aware of the threatening Facebook  
12 postings made under the account of Jaydin LEDFORD (Embrace Death)  
13 100006473351367.

14 On February 6, 2019, SA Jennings served an 18 U.S.C. § 2703(d) Court Order  
15 to Facebook for the account Jaydin LEDFORD (Embrace Death) Account number:  
16 100006473351367. On February 13, 2019, SA Jennings received a response from  
17 Facebook indicating the user at the times of the threatening messages was using IP  
18 address: 68.186.79.187. SA Jennings also obtained subscriber information that  
19 identified the subscriber as the Defendant. Using this information, SA Jennings  
20 conducted an open source search of IP address 68.186.79.187 which indicated the IP  
21 address belonged to Highland Internet Services, Oroville, Washington.

22 On February 13, 2019, SA Jennings received information from Highland  
23 Internet Services stating that the subscriber of the services came back to the  
24 Defendant, Jaydin LEDFORD of Omak, Washington, within the Eastern District of  
25 Washington. Highland Internet Services also provided the credit card and telephone

---

26  
27 <sup>2</sup> The name of the victim has been reduced to initials. In the original quote, the  
28 Defendant used the complete name of the victim.

1 number for the subscriber. Both the telephone number and the credit card number  
2 match the numbers provided by Facebook for the Jaydin Ledford account.

3 SA Jennings conducted open source searches and confirmed Facebook Inc. has  
4 data servers in several states and the information posted on Defendant's Facebook  
5 account travelled across state lines. Coupled with the fact the Defendant's posts were  
6 public and viewable by anyone in the world, any information placed onto Facebook  
7 would fall under the Interstate Communication Act. The Defendant further stipulates  
8 that the communications travelled in interstate commerce.

9 On February 20, 2019, SA Jennings, TFO Shane McClary, and SA Paul  
10 Hagedorn (USSS) conducted a custodial interview of the Defendant. The Defendant  
11 was advised of his *Miranda* warnings and agreed to speak with the agents. During the  
12 interview, the Defendant said that he knew this interview was about the gun posts and  
13 that he stood by what he said. The Defendant indicated that he does not like guns and  
14 that he does not intend to kill cops. However, he also stated that he just wants the  
15 sheriffs to follow the law. The Defendant further confirmed that he made the  
16 statements on his Facebook account, Embrace Death, and confirmed that those  
17 statements were meant to be threatening. TFO McClary asked the Defendant if he  
18 agreed that the statements could be viewed as threatening and to which the Defendant  
19 stated "of course." Additionally, the Defendant when confronted about his intent to  
20 kill Sheriff Knezovich, stated "I kind of do really want to kill him" (meaning Ozzie  
21 Knezovich) and that "he wanted him to know, f\*\*\*\*\* goddamn pig." When further  
22 confronted by SA Jennings regarding his threatening posts about Sheriff Knezovich,  
23 the Defendant stated "I hope he is scared for his life."

24 6) The United States Agrees:

25 a) Dismissal(s):

26 At the time of sentencing, the United States agrees to move to dismiss Count 1  
27 and Count 3 of the Indictment, which charge the Defendant with:  
28



1 *Count 1*: Cyberstalking, in violation of 18 U.S.C. § 2119A; and

2 *Count 3*: Threats in Interstate Communications, in violation of 18 U.S.C. §  
3 875(c).

4 b) Not to File Additional Charges:

5 The United States Attorney's Office for the Eastern District of Washington  
6 agrees not to bring any additional charges against the Defendant based upon  
7 information in its possession at the time of this Plea Agreement and arising out of  
8 Defendant's conduct involving illegal activity charged in this Indictment, unless the  
9 Defendant breaches this Plea Agreement any time before sentencing.

10 7) United States Sentencing Guideline Calculations:

11 The Defendant understands and acknowledges that the United States Sentencing  
12 Guidelines (hereinafter "USSG") are applicable to this case and that the Court will  
13 determine the Defendant's applicable sentencing guideline range at the time of  
14 sentencing.

15 a) Base Offense Level:

16 The United States and the Defendant agree that the base offense level for  
17 Threats in Interstate Communications, in violation of 18 U.S.C. § 875(c) is 12. *See*  
18 USSG § 2A6.1(a)(1).

19 b) Specific Offense Characteristics:

20 The parties are free to advocate for or against the application of any specific  
21 offense characteristics.

22 c) Victim-Related Adjustments:

23 The United States is free to argue for victim-related adjustments because the  
24 victim was "a government officer or employee." *See* USSG § 3A1.2(a)(1). The  
25 Defendant is free to argue against the application of any victim-related adjustments.

26 //

27 //

1 d) Acceptance of Responsibility:

2 If the Defendant pleads guilty and demonstrates a recognition and an  
3 affirmative acceptance of personal responsibility for the criminal conduct; provides  
4 complete and accurate information during the sentencing process; does not commit  
5 any obstructive conduct; accepts this Plea Agreement; and enters a plea of guilty no  
6 later than February 13, 2020, the United States will move for a three (3) level  
7 downward adjustment in the offense level for the Defendant's timely acceptance of  
8 responsibility, pursuant to USSG § 3E1.1(a) and (b).

9 The Defendant and the United States agree that the United States may at its  
10 option and upon written notice to the Defendant, not recommend a three (3) level  
11 downward reduction for acceptance of responsibility if, prior to the imposition of  
12 sentence, the Defendant commits, is charged and convicted of any criminal offense  
13 whatsoever or if the Defendant tests positive for any controlled substance.

14 e) Criminal History:

15 The United States and the Defendant understand that the Defendant's criminal  
16 history computation is tentative and that ultimately the Defendant's criminal history  
17 category will be determined by the Court after review of the Presentence Investigation  
18 Report. The United States and the Defendant have made no agreement and make no  
19 representations as to the criminal history category, which shall be determined after the  
20 Presentence Investigative Report is completed.

21 8) Departures:

22 The parties will not advocate for any aggravating or mitigating factors with  
23 respect to the correct calculation of the Sentencing Guidelines, except as set forth in  
24 this plea agreement. The United States and the Defendant agree that they will not  
25 seek either an upward or a downward departure from the applicable Guidelines.

26 The parties are free to seek a downward variance to effectuate the terms of this  
27 plea agreement.

28 //

1           9)   Incarceration:

2           Pursuant to Fed. R. Crim. P. 11(c)(1)(C), the Defendant and the United States  
3 agree that the Defendant be sentenced to no term of imprisonment and a five (5) year  
4 term of probation. If the Court does not accept the plea or chooses to sentence the  
5 Defendant to a greater or lesser sentence than the United States and the Defendant  
6 have agreed upon, the Defendant and the United States each may withdraw from the  
7 plea and this agreement is null and void.

8           10) Criminal Fine:

9           The United States and the Defendant are free to make whatever  
10 recommendation concerning the imposition of a criminal fine that they believe is  
11 appropriate.

12          11) Supervised Release/Probation:

13          The United States and the Defendant agree to recommend that the Court impose  
14 a 5 year term of probation to include the following special conditions, in addition to  
15 the standard conditions of supervised release:

- 16          a) that the Defendant participate and complete such drug testing and drug  
17 treatment programs as the Probation Officer directs;
- 18          b) that the Defendant complete mental health evaluations and treatment,  
19 including taking medications prescribed by the treatment provider. The  
20 Defendant shall allow reciprocal release of information between the  
21 Probation Officer and the treatment provider. The Defendant shall  
22 contribute to the cost of treatment according to the Defendant's ability;
- 23          c) That the Defendant shall take all medication(s) prescribed by a mental health  
24 provider, excluding psychotropic medications;
- 25          d) that the Defendant's person, residence, office, vehicle, and belongings are  
26 subject to search at the direction of the Probation Officer;
- 27          e) that the Defendant not have any contact with the victim(s);
- 28



1 f) that the Defendant allow the Probation Officer or designee to conduct  
2 random inspections, including retrieval and copying of data from any  
3 computer, and any personal computing device that the Defendant possesses  
4 or has access to, including any internal or external peripherals. This may  
5 require temporary removal of the equipment for a more thorough inspection.  
6 The Defendant shall not possess or use any data encryption technique or  
7 program. The Defendant shall purchase and use such hardware and software  
8 systems that monitor the Defendant's computer usage, if directed by the  
9 Probation Officer;

10 12) Mandatory Special Penalty Assessment:

11 The Defendant agrees to pay the \$100 mandatory special penalty assessment to  
12 the Clerk of Court for the Eastern District of Washington, at or before sentencing,  
13 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United  
14 States before sentencing as proof of this payment.

15 13) Payments While Incarcerated:

16 If the Defendant lacks the financial resources to pay the monetary obligations  
17 imposed by the Court, the Defendant agrees to earn the money to pay toward these  
18 obligations by participating in the Bureau of Prisons' Inmate Financial Responsibility  
19 Program.

20 14) Additional Violations of Law Can Void Plea Agreement:

21 The Defendant and the United States agree that the United States may at its  
22 option and upon written notice to the Defendant, withdraw from this Plea Agreement  
23 or modify its recommendation for sentence if, prior to the imposition of sentence, the  
24 Defendant commits, is charged and convicted of any criminal offense whatsoever or if  
25 the Defendant tests positive for any controlled substance.

26 15) Appeal Rights:

27 Defendant understands that he has a limited right to appeal or challenge the  
28 conviction and sentence imposed by the Court. Defendant hereby expressly waives

1 his right to appeal his conviction and the sentence the Court imposes, including any  
2 restitution order. Defendant further expressly waives his right to file any post-  
3 conviction motion attacking his conviction and sentence, including a motion pursuant  
4 to 28 U.S.C. § 2255, except one based upon ineffective assistance of counsel based on  
5 information not now known by Defendant and which, in the exercise of due diligence,  
6 could not be known by Defendant by the time the Court imposes the sentence.

7 Should the Defendant successfully move to withdraw from this Plea Agreement  
8 or should the Defendant's conviction on Count 2 of the Indictment be dismissed, set  
9 aside, vacated, or reversed, this Plea Agreement shall become null and void; the  
10 United States may move to reinstate all counts of Indictment No. 2:19-CR-00049-  
11 RMP; and the United States may prosecute the Defendant on all available charges  
12 involving or arising from this investigation. Nothing in this Plea Agreement shall  
13 preclude the United States from opposing any post-conviction motion for a reduction  
14 of sentence or other attack of the conviction or sentence, including, but not limited to,  
15 proceedings pursuant to 28 U.S.C. § 2255 (writ of habeas corpus).

16 16) Integration Clause:

17 The United States and the Defendant acknowledge that this document  
18 constitutes the entire Plea Agreement between the United States and the Defendant,  
19 and no other promises, agreements, or conditions exist between the United States and  
20 the Defendant concerning the resolution of the case. This Plea Agreement is binding  
21 only upon the United States Attorney's Office for the Eastern District of Washington,  
22 and cannot bind other federal, state or local authorities. The United States and the  
23 Defendant agree that this agreement cannot be modified except in a writing that is  
24 signed by the United States and the Defendant.

25 //

26 //


27 //

28 //

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for  
the Eastern District of Washington.

William D. Hyslop  
United States Attorney

  
\_\_\_\_\_  
Patrick J. Cashman  
Assistant U.S. Attorney

2/18/2020  
\_\_\_\_\_  
Date

1 I have read this Plea Agreement and have carefully reviewed and discussed  
2 every part of the agreement with my attorney. I understand and voluntarily enter into  
3 this Plea Agreement. Furthermore, I have consulted with my attorney about my  
4 rights, I understand those rights, and I am satisfied with the representation of my  
5 attorney in this case. No other promises or inducements have been made to me, other  
6 than those contained in this Plea Agreement and no one has threatened or forced me in  
7 any way to enter into this Plea Agreement. I am agreeing to plead guilty because I am  
8 guilty.

9  
10 

11 Jaydin Ledford  
12 Defendant

18.2.20

Date

13 I have read the Plea Agreement and have discussed the contents of the  
14 agreement with my client. The Plea Agreement accurately and completely sets forth  
15 the entirety of the agreement between the parties. I concur in my client's decision to  
16 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
17 Court should not accept the Defendant's plea of guilty.

18  
19   
20 Andrea George  
Attorney for the Defendant

02-18-20

Date